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Cigna Health & Life Insurance Company

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

TIM E.,

Plaintiff,

v.

CIGNA HEALTH AND LIFE INSURANCE
COMPANY; and DOES 1 through 10,

Defendants.

:
: Civil Action No.
: 4:21-CV-10012-YGR
:
:
: **DEFENDANT CIGNA HEALTH &**
: **LIFE INSURANCE COMPANY'S**
: **ANSWER TO COMPLAINT**
:
:
:

1 Defendant Cigna Health & Life Insurance Company (“Cigna”), by and through its
2 undersigned counsel, submits its Answer to Plaintiff’s Complaint (“Complaint”) (Doc. No. 1) by
3 responding to the numbered paragraphs of the Complaint as follows:

4 1. Cigna denies each and every allegation in paragraph “1” of the Complaint as alleged
5 and respectfully refers all questions of law to the Honorable Court, except admits that the employee
6 welfare benefit plan (“Plan”) at issue in this matter is governed by the Employee Retirement
7 Income Security Act of 1974, as amended, 29 U.S.C. §1001 *et seq.* (“ERISA”) and admits that this
8 Court has subject matter jurisdiction.

9 2. Cigna denies each and every allegation in paragraph “2” of the Complaint as alleged
10 and respectfully refers all questions of law to the Honorable Court.

11 3. Cigna denies each and every allegation in paragraph “3” of the Complaint as alleged
12 and respectfully refers all questions of law to the Honorable Court.

13 **PARTIES**

14 4. Cigna lacks knowledge or information sufficient to form a belief as to the truth of
15 each and every allegation in paragraph “4” of the Complaint and therefore denies the same.

16 5. Admitted.

17 6. Cigna denies each and every allegation in paragraph “6” of the Complaint as alleged
18 and respectfully refers all questions of law to the Honorable Court, except admits that Cigna
19 administered health benefit claims for the Plan, including claims related to mental health services.

20 7. Cigna denies each and every allegation in paragraph “7” of the Complaint as alleged
21 and respectfully refers all questions of law to the Honorable Court, except admits that Cigna served
22 as a claims administrator for the Plan.

1 15. Paragraph 15 contains legal conclusions to which no response is required; to the
2 extent a response is required, Cigna denies each and every allegation in paragraph “15” of the
3 Complaint as alleged and respectfully refers all questions of law to the Honorable Court.

4 16. Paragraph 16 contains legal conclusions to which no response is required; to the
5 extent a response is required, Cigna denies each and every allegation in paragraph “16” of the
6 Complaint as alleged and respectfully refers all questions of law to the Honorable Court.

7 17. Paragraph 17 contains legal conclusions to which no response is required; to the
8 extent a response is required, Cigna denies each and every allegation in paragraph “17” of the
9 Complaint as alleged and respectfully refers all questions of law to the Honorable Court.

10 18. Cigna’s knowledge of Plaintiff’s medical and treatment history is limited to the
11 records that Cigna had access to during the course of its review of Plaintiff’s benefits claims; Cigna
12 respectfully refers the Court to the complete administrative record pertaining to Plaintiff’s claims
13 kept and maintained by Cigna in the regular course and scope of its business for the information
14 accessible to Cigna at the time of its benefits determinations and otherwise denies the allegations
15 in paragraph 18 of the Complaint based on lack of firsthand knowledge or information sufficient
16 to form a belief as to the truth of such allegations.

17 19. Cigna’s knowledge of Plaintiff’s medical and treatment history is limited to the
18 records that Cigna had access to during the course of its review of Plaintiff’s benefits claims; Cigna
19 respectfully refers the Court to the complete administrative record pertaining to Plaintiff’s claims
20 kept and maintained by Cigna in the regular course and scope of its business for the information
21 accessible to Cigna at the time of its benefits determinations and otherwise denies the allegations
22 in paragraph 19 of the Complaint based on lack of firsthand knowledge or information sufficient
23 to form a belief as to the truth of such allegations.

1 20. Cigna's knowledge of Plaintiff's medical and treatment history is limited to the
2 records that Cigna had access to during the course of its review of Plaintiff's benefits claims; Cigna
3 respectfully refers the Court to the complete administrative record pertaining to Plaintiff's claims
4 kept and maintained by Cigna in the regular course and scope of its business for the information
5 accessible to Cigna at the time of its benefits determinations and otherwise denies the allegations
6 in paragraph 20 of the Complaint based on lack of firsthand knowledge or information sufficient
7 to form a belief as to the truth of such allegations.

8 21. Cigna's knowledge of Plaintiff's medical and treatment history is limited to the
9 records that Cigna had access to during the course of its review of Plaintiff's benefits claims; Cigna
10 respectfully refers the Court to the complete administrative record pertaining to Plaintiff's claims
11 kept and maintained by Cigna in the regular course and scope of its business for the information
12 accessible to Cigna at the time of its benefits determinations and otherwise denies the allegations
13 in paragraph 21 of the Complaint based on lack of firsthand knowledge or information sufficient
14 to form a belief as to the truth of such allegations.

15 22. Cigna's knowledge of Plaintiff's medical and treatment history is limited to the
16 records that Cigna had access to during the course of its review of Plaintiff's benefits claims; Cigna
17 respectfully refers the Court to the complete administrative record pertaining to Plaintiff's claims
18 kept and maintained by Cigna in the regular course and scope of its business for the information
19 accessible to Cigna at the time of its benefits determinations and otherwise denies the allegations
20 in paragraph 22 of the Complaint based on lack of firsthand knowledge or information sufficient
21 to form a belief as to the truth of such allegations.

22 23. Cigna's knowledge of Plaintiff's medical and treatment history is limited to the
23 records that Cigna had access to during the course of its review of Plaintiff's benefits claims; Cigna

1 respectfully refers the Court to the complete administrative record pertaining to Plaintiff's claims
2 kept and maintained by Cigna in the regular course and scope of its business for the information
3 accessible to Cigna at the time of its benefits determinations and otherwise denies the allegations
4 in paragraph 23 of the Complaint based on lack of firsthand knowledge or information sufficient
5 to form a belief as to the truth of such allegations.

6 24. Cigna's knowledge of Plaintiff's medical and treatment history is limited to the
7 records that Cigna had access to during the course of its review of Plaintiff's benefits claims; Cigna
8 respectfully refers the Court to the complete administrative record pertaining to Plaintiff's claims
9 kept and maintained by Cigna in the regular course and scope of its business for the information
10 accessible to Cigna at the time of its benefits determinations and otherwise denies the allegations
11 in paragraph 24 of the Complaint based on lack of firsthand knowledge or information sufficient
12 to form a belief as to the truth of such allegations.

13 25. Cigna's knowledge of Plaintiff's medical and treatment history is limited to the
14 records that Cigna had access to during the course of its review of Plaintiff's benefits claims; Cigna
15 respectfully refers the Court to the complete administrative record pertaining to Plaintiff's claims
16 kept and maintained by Cigna in the regular course and scope of its business for the information
17 accessible to Cigna at the time of its benefits determinations and otherwise denies the allegations
18 in paragraph 25 of the Complaint based on lack of firsthand knowledge or information sufficient
19 to form a belief as to the truth of such allegations.

20 26. Cigna denies each and every allegation in paragraph "26" of the Complaint as
21 alleged and respectfully refers to the administrative record pertaining to Plaintiff's claims kept and
22 maintained by Cigna in the regular course and scope of its business for the contents thereof as to
23 the facts and circumstances recorded therein.

1 27. Cigna denies each and every allegation in paragraph “27” of the Complaint as
2 alleged and respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and
3 maintained by Cigna in the regular course and scope of its business for the contents thereof as to
4 the facts and circumstances recorded therein.

5 28. Cigna denies each and every allegation in paragraph “28” of the Complaint as
6 alleged and respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and
7 maintained by Cigna in the regular course and scope of its business for the contents thereof as to
8 the facts and circumstances recorded therein.

9 29. Cigna denies each and every allegation in paragraph “29” of the Complaint as
10 alleged and respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and
11 maintained by Cigna in the regular course and scope of its business for the contents thereof as to
12 the facts and circumstances recorded therein, except admits that Plaintiff submitted claims for
13 certain care provided to G.E. at Blue Fire Wilderness Therapy and Waterfall Canyon Academy.

14 30. Cigna denies each and every allegation in paragraph “30” of the Complaint as
15 alleged and respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and
16 maintained by Cigna in the regular course and scope of its business for the contents thereof as to
17 the facts and circumstances recorded therein, except admits that Cigna denied claims for certain
18 care provided to G.E.

19 31. Cigna denies each and every allegation in paragraph “31” of the Complaint as
20 alleged and respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and
21 maintained by Cigna in the regular course and scope of its business for the contents thereof as to
22 the facts and circumstances recorded therein.

1 32. Cigna denies each and every allegation in paragraph “32” of the Complaint as
2 alleged and respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and
3 maintained by Cigna in the regular course and scope of its business for the contents thereof as to
4 the facts and circumstances recorded therein.

5 33. Cigna denies each and every allegation in paragraph “33” of the Complaint as
6 alleged and respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and
7 maintained by Cigna in the regular course and scope of its business for the contents thereof as to
8 the facts and circumstances recorded therein.

9 34. Cigna denies each and every allegation in paragraph “34” of the Complaint as
10 alleged and respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and
11 maintained by Cigna in the regular course and scope of its business for the contents thereof as to
12 the facts and circumstances recorded therein.

13 35. Admitted.

14 36. Cigna denies each and every allegation in paragraph “36” of the Complaint.

15 37. Cigna denies each and every allegation in paragraph “37” of the Complaint as
16 alleged and respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and
17 maintained by Cigna in the regular course and scope of its business for the contents thereof as to
18 the facts and circumstances recorded therein. Cigna respectfully refers all questions of law to the
19 Honorable Court.

20 38. Cigna denies each and every allegation in paragraph “38” of the Complaint.

21 39. Cigna denies each and every allegation in paragraph “39” of the Complaint.

22 40. Cigna denies each and every allegation in paragraph “40” of the Complaint.

23 41. Cigna denies each and every allegation in paragraph “41” of the Complaint.

42. Cigna denies each and every allegation in paragraph “42” of the Complaint.

43. Cigna denies each and every allegation in paragraph “43” of the Complaint.

44. Cigna denies each and every allegation in paragraph “44” of the Complaint as alleged and respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and maintained by Cigna in the regular course and scope of its business for the contents thereof as to the facts and circumstances recorded therein. Cigna respectfully refers all questions of law to the Honorable Court.

45. Cigna denies each and every allegation in paragraph “45” of the Complaint as alleged and respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and maintained by Cigna in the regular course and scope of its business for the contents thereof as to the facts and circumstances recorded therein. Cigna respectfully refers all questions of law to the Honorable Court.

CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

Recovery of Benefits Due Under ERISA Benefit Plan; Enforcement and Clarification of Rights, Prejudgment and Post Judgment Interest, and Attorneys’ Fees and Costs, Pursuant to ERISA Section 502(a)(1)(B), 29 U.S.C. Section 1132(a)(1)(B)

46. Cigna repeats, reiterates and realleges each and every response to the allegations contained in paragraphs “1” through “45” inclusive, with the same force and effect as if more fully set forth at length herein.

47. Cigna denies each and every allegation in paragraph “47” of the Complaint as alleged and respectfully refers all questions of law to the Honorable Court.

48. Cigna denies each and every allegation in paragraph “48” of the Complaint as alleged, respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and

1 maintained by Cigna in the regular course and scope of its business for the contents thereof as to
2 the facts and circumstances recorded therein, and respectfully refers all question of law to the
3 Honorable Court.

4 49. Denies each and every allegation in paragraph “49” of the Complaint as alleged and
5 respectfully refers all questions of law to the Honorable Court.

6 50. Denies each and every allegation in paragraph “50” of the Complaint and
7 respectfully refers all questions of law to the Honorable Court.

8 **SECOND CAUSE OF ACTION**

9 **Breach of Fiduciary Duty Under ERISA §502(a)(3), 29 U.S.C. Section 1132(a)(3)**

10 51. Cigna repeats, reiterates and realleges each and every response to the allegations
11 contained in paragraphs “1” through “50” inclusive, with the same force and effect as if more fully
12 set forth at length herein

13 52. Cigna denies each and every allegation in paragraph “52” of the Complaint as
14 alleged and respectfully refers all questions of law to the Honorable Court.

15 53. Cigna denies each and every allegation in paragraph “53” of the Complaint as
16 alleged and respectfully refers all questions of law to the Honorable Court.

17 54. Cigna denies each and every allegation in paragraph “54” of the Complaint as
18 alleged and respectfully refers all questions of law to the Honorable Court.

19 55. Cigna denies each and every allegation in paragraph “55” of the Complaint as
20 alleged and respectfully refers all questions of law to the Honorable Court.

21 56. Cigna denies each and every allegation in paragraph “56” of the Complaint as
22 alleged and respectfully refers all questions of law to the Honorable Court.

1 57. Cigna denies each and every allegation in paragraph “57” of the Complaint as
2 alleged, respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and
3 maintained by Cigna in the regular course and scope of its business for the contents thereof as to
4 the facts and circumstances recorded therein, and respectfully refers all question of law to the
5 Honorable Court.

6 58. Cigna denies each and every allegation in paragraph “58” of the Complaint as
7 alleged, respectfully refers to the administrative record pertaining to Plaintiff’s claims kept and
8 maintained by Cigna in the regular course and scope of its business for the contents thereof as to
9 the facts and circumstances recorded therein, and respectfully refers all question of law to the
10 Honorable Court.

11 59. Cigna denies each and every allegation in paragraph “59” of the Complaint as
12 alleged and respectfully refers all questions of law to the Honorable Court.

13 60. Cigna denies each and every allegation in paragraph “60” of the Complaint as
14 alleged and respectfully refers all questions of law to the Honorable Court.

15 61. Cigna denies each and every allegation in paragraph “61” of the Complaint as
16 alleged and respectfully refers all questions of law to the Honorable Court.

17 62. Cigna denies that Plaintiff is entitled to the relief sought in paragraph “62” of the
18 Complaint, and respectfully refers all questions of law to the Honorable Court.

19 63. Cigna denies that Plaintiff is entitled to the relief sought in paragraph “63” of the
20 Complaint, and respectfully refers all questions of law to the Honorable Court.

21 64. Cigna denies that Plaintiff is entitled to the relief sought in paragraph “64” of the
22 Complaint, and respectfully refers all questions of law to the Honorable Court.

1 65. Cigna denies that Plaintiff is entitled to the relief sought in paragraph “65” of the
2 Complaint, and respectfully refers all questions of law to the Honorable Court.

3 66. Cigna denies that Plaintiff is entitled to the relief sought in paragraph “66” of the
4 Complaint, and respectfully refers all questions of law to the Honorable Court.

5 **AFFIRMATIVE DEFENSES**

6 Cigna hereby asserts the following Affirmative Defenses, and does so without regard to
7 which Party bears the burden of proof as to any such Defenses:

8 **FIRST AFFIRMATIVE DEFENSE**

9 This action and each allegation and purported causes of action asserted therein fail to state
10 facts sufficient to constitute a cognizable claim for relief against Cigna.

11 **SECOND AFFIRMATIVE DEFENSE**

12 Cigna acted reasonably and in good faith at all times material herein based on relevant facts
13 and circumstances known by it at the time it so acted and pursuant to the Plan. Accordingly,
14 Plaintiff is barred from recovery for his claims against Cigna in this action.

15 **THIRD AFFIRMATIVE DEFENSE**

16 All actions about which Plaintiff complains against Cigna were either required or permitted
17 by the applicable law.

18 **FOURTH AFFIRMATIVE DEFENSE**

19 Plaintiff has failed to plead facts to support his claim against Cigna for breach of its
20 “fiduciary duty as Plan Administrator” because Cigna is not the designated Plan Administrator.

21 **FIFTH AFFIRMATIVE DEFENSE**

22 Plaintiff has failed to plead facts to support his claim against Cigna for breach of its
23 “fiduciary duty as Plan Administrator” because Plaintiff’s claim for breach of fiduciary duty is
24 impermissibly duplicative of his claim for Plan benefits.

DEFENDANT CIGNA HEALTH & LIFE INSURANCE COMPANY’S ANSWER TO COMPLAINT

1
2
3 **SIXTH AFFIRMATIVE DEFENSE**

4 Plaintiff's recovery against Cigna, if any, is limited by the terms, conditions, limitations,
5 exclusions, and other provisions of the Plan.

6 **SEVENTH AFFIRMATIVE DEFENSE**

7 The claims and remedies sought by the Plaintiff are limited solely to those provided under
8 ERISA, and all remedies and claims made by the Plaintiff not provided for under ERISA are
9 preempted, including any claims that Cigna failed to comply with any state law when providing
10 services for the Plan.

11 **EIGHTH AFFIRMATIVE DEFENSE**

12 The Court's review of Plaintiff's claims against Cigna is limited to the correspondence,
13 notes and documents contained in the administrative record kept and maintained by Cigna and/or
14 Cigna Behavioral Health in the regular course of its business.

15 **NINTH AFFIRMATIVE DEFENSE**

16 Cigna and Cigna Behavioral Health, as third-party administrators for the Plan, have been
17 granted complete authority to review all claims for benefits under the Plan and discretionary
18 authority to determine whether and to what extent participants and beneficiaries are entitled to
19 benefits and to construe the terms of the Plan, and Cigna and Cigna Behavioral Health are deemed
20 to have properly exercised this authority unless they abused their discretion by acting arbitrarily
21 and capriciously. Cigna and Cigna Behavioral Health's decision-making was not arbitrary or
22 capricious and, therefore, the Court cannot disturb Cigna and Cigna Behavioral Health's
23 determination concerning Plaintiff's claim for benefits under the Plan.

TENTH AFFIRMATIVE DEFENSE

Plaintiff failed to exhaust his administrative remedies under the Plan.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff has not properly pled a claim for attorneys' fees and any such claim is unwarranted and premature.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by the final, binding decision of the Independence Medical Review (IMR) filed with the California Department of Insurance related to the treatment at issue.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part to the extent Plaintiff relies on *Wit, et al. v. United Behavioral Health*, 2019 WL 1033730 (N.D. Cal. March 5, 2019) (*see* Compl., ¶ 38), as the district court's judgment in that case was reversed in full on the merits by the United States Court of Appeals for the Ninth Circuit. *See Wit v. United Behavioral Health*, 2022 WL 850647 (9th Cir. Mar. 22, 2022).

FOURTEENTH AFFIRMATIVE DEFENSE

Cigna complied with all Plan terms in determining that Plaintiff's benefit claims were not covered, consistent with the *Wit* decision.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to allege the circumstances relating to the claims asserted therein with sufficient particularity to enable Cigna to determine whether it may have additional defenses in this action. Therefore, Cigna reserves the right to assert such additional defenses if they later become apparent.

PRAYER FOR RELIEF

WHEREFORE, Defendant Cigna Health & Life Insurance Company prays:

1. That the action be dismissed, or that judgment be entered in favor of Cigna and against Plaintiff;
2. That Cigna be awarded costs of suit incurred herein;
3. That Cigna be awarded reasonable attorneys' fees; and
4. That Cigna be awarded such other and further relief as the Court may deem just and proper.

DATED this 20th day of April, 2022.

/s/ James Landon Mink

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